



DME Rental Agreement

22 Jericho Turnpike Suite 201 Mineola New York 11501 Tel: 516-873-1010 Fax: 516-500-9508

TCP BIOCRYO SYSTEM

TCP EASY CARE DVT UNIT

Customer: _____ Date: _____

Address: _____

Phone #: _____ E-mail address _____ Social Security # _____

Credit Card# _____ Type: ___ Visa ___ M/C ___ Amex Exp. date _____

Driver's License # _____ State _____ Exp. Date _____

INITIAL: Start Date: _____ End Date: _____ Number of days to be Rented _____

ALL ITEMS MUST BE RETURNED CLEAN AND IN ACCEPTABLE CONDITION AS WHEN FIRST RENTED.

Terms:

All equipment and accessories are rented on a weekly (7 days) or monthly (30 day) basis. If an extension is needed you or your physician must provide us with a valid prescription at least 48 hours' in advance. If rental equipment and accessories are not returned by the return date, an additional week of rental will begin the day following your initial week of rental end date and your credit card will be charged accordingly. Rental on equipment starts the day the equipment is received in home or is picked up and stops when the equipment is shipped back to ThermoCare Plus LLC or picked up by ThermoCare Plus LLC.

The Customer is responsible for the replacement cost of damaged, missing or permanently stained rental equipment.

Test and (or) Repair Charges:

If returned equipment appears defective, broken or damaged, you hereby authorize a test and repair charge of no less than \$150.00 to be charged to your credit card for inspection, testing and minor repair fees required to return the equipment to service. If the equipment cannot be repaired, you further authorize ThermoCare Plus LLC to charge your credit card for the designated replacement cost of the equipment. In the event ThermoCare Plus LLC institutes legal proceedings to recover missing property or damages to the rental equipment, you will be responsible for ThermoCare Plus LLC's legal fees, interest and expenses in addition to the designated replacement cost or any other costs for missing or damaged equipment.

Limitation of Liability and Indemnity:

Limitation of liability - In no event will ThermoCare Plus LLC be liable to the Customer for any incident or injury, indirect or consequential damages however caused, whether by negligence or otherwise.

Indemnity - The Customer agrees to protect, indemnify and hold harmless ThermoCare Plus LLC from and against any and all claims, damages and costs including legal expenses arising out of Customer's use of the equipment.

I agree that I have been instructed on how to use the equipment and take full responsibility for the proper use and care of the equipment during the rental period so that it is returned in the same condition as when received. I fully understand that I am responsible for any and all losses, damages and therefore repair and or replacement costs that may arise from use of the product during my rental period.

Customer's Signature: _____ Date: _____ Page 1 of 2



Therapy Rates

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| <u>TCP BIOCRYO SYSTEM</u> | <u>Rate</u> | <u>TCP EASY CARE DVT UNIT</u> | <u>Rate</u> |
|---------------------------|-------------|-------------------------------|-------------|
| 7 Days | \$150. | 7 Days | \$250. |
| 14 Days | \$250. | 14 Days | \$350. |
| 21 Days | \$350. | 21 Days | \$450. |
| 30 Days | \$450. | 30 Days | \$550. |
| Replacement Cost | \$1000. | Replacement Cost | \$1500. |

Shipping (Round trip)

| <u>Mileage from Mineola NY</u> | <u>RATE</u> |
|--------------------------------|-------------|
| 01-15 miles | \$45.00 |
| 15-25 miles | \$55.00 |
| 25-35 miles | \$65.00 |
| 35-45 miles | \$75.00 |
| 45+ miles | \$_____ |

TOTAL SHIPPING CHARGES \$_____

INITIAL RENTAL CHARGES \$_____

GRAND TOTAL \$ _____

RETURN DATE: _____

Customer's Signature: _____ Date: _____